

**FILED**

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CLERK US DISTRICT COURT  
ALEXANDRIA, VIRGINIA

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Alexandria Division)**

**JOHN D. LIVERIS**  
**23 Vas Pavlou Avenue**  
**Psihiko-Athens, 15452 Greece**

**Plaintiff,**

**v.**

**CONTOURGLOBAL, LLC**  
**623 Fifth Ave, 32<sup>nd</sup> Floor**  
**New York, NY 10022**

**SERVE: CT Corporation System**  
**4701 Cox Road, Suite 301**  
**Glen Allen, VA 23060**

**Defendant.**

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**Civil Action No.**

1:13cv94  
GBL/JFA

**COMPLAINT**

COMES NOW, Plaintiff John D. Liveris d/b/a John Liveris Management Consultants ("Liveris"), by and through its counsel, and for its complaint against Defendant ContourGlobal, LLC ("ContourGlobal"), alleges upon information and belief as follows:

**PARTIES**

1. Liveris is a Greek citizen who has worked as a professor and as a consultant in the technology and defense industries in the United States, specifically including the Commonwealth of Virginia, and Greece from 1979 until the present time.

2. At all times relevant hereto, ContourGlobal is a Delaware limited liability company with headquarters located at 623 Fifth Avenue, 32<sup>nd</sup> Floor, New York, NY 10022. ContourGlobal was and is in the business of developing and operating quad-generation (electricity, water, steam and carbon dioxide) facilities for beverage companies throughout the world and also large power generation facilities in underserved markets in Sub-Saharan Africa, South America and Eastern Europe. ContourGlobal, trading as CountourGlobal Management, Inc. is properly registered and conducts business in the Commonwealth of Virginia.

3. At the time the agreement in question was signed, the President and Chief Executive Officer of ContourGlobal, Joseph C. Brandt ("Brandt"), lived and conducted business on behalf of ContourGlobal in Fairfax County, Virginia.

#### **JURISDICTION AND VENUE**

4. Jurisdiction is vested in this Court pursuant to U.S.C.A., Title 28 Judiciary and Judicial Procedure §1332 as the amount in controversy exceeds \$75,000 and is between citizens of a State and a foreign state.

5. Venue is proper pursuant to U.S.C.A., Title 28 Judiciary and Judicial Procedure §1391, as the Eastern District of Virginia is the district and division in which the parties' Agreement was largely negotiated and executed and where other substantial events giving rise to this cause of action occurred.

#### **BACKGROUND**

6. Liveris specializes in consultancy, lobbying and public relations activities on behalf of corporate and government entities and maintains a solid track record, reputation for professionalism and effectiveness, and an array of relevant relationships in Greece, Southeastern Europe and other parts of the world.

7. ContourGlobal was founded in 2005 by Brandt and Reservoir Capital Group to establish investment holdings and operate business activities in Greece, Southeastern Europe, and other parts of the world. Specifically regarding electric power, ContourGlobal has approximately 1,000 megawatts in operation or under construction with a near term pipeline of approximately 5,000 megawatts. ContourGlobal has over \$1.1 billion in capital to invest in target projects.

8. ContourGlobal approached Liveris to provide consulting services because of his relevant business contacts and relationships in Greece, Southeastern Europe and other parts of the world.

9. ContourGlobal, acting through Brandt often from his residence in Fairfax County, Virginia, negotiated to engage Liveris to provide ContourGlobal with pertinent information, contacts, introductions, advice and support related to ContourGlobal's business objectives and to promote the general business activities of ContourGlobal.

10. On September 12, 2006, Liveris and ContourGlobal executed a written contract ("the Agreement"), a true copy of which is attached hereto as Exhibit 1.

11. Under the terms of the Agreement, Liveris promised to provide and did provide ContourGlobal with strategic market-related and financial information, contacts, and support in order to develop investment and operating opportunities as well as close and cooperative relationships with Greek and other regional energy and investment related companies. *See* Exhibit 1, Agreement § 1(b).

12. The Agreement provided further that ContourGlobal would pay Liveris an engagement fee of €50,000, a monthly retainer of \$10,000, and a Success Fee that was to be calculated by multiplying two-percent (2.00%) times the investment that ContourGlobal or its affiliates made for the purposes of financial or transactional closing related to the acquisition or development of new projects. *See* Exhibit 1, Agreement §§ 2(a), 2(b), 4.

13. The Agreement states that Liveris shall maintain and periodically update a list of projects eligible for award of the Success Fee. *See* Exhibit 1, Agreement §6.

14. Over the course of the Agreement, the parties formally and informally amended the list of projects eligible for award of the Success Fee.

15. At the time the Agreement was signed, Liveris had ongoing relationships with Greek management at Coca-Cola Hellenic Bottling Company S.A. (“CCH”), a large publicly-traded company based in Athens, Greece.

16. Believing that CCH could provide a fruitful investment and business opportunity for ContourGlobal, Liveris gathered information about CCH’s energy consumption and goals and forwarded this information to ContourGlobal and its CEO Joseph Brandt.

17. ContourGlobal quickly expressed interest in working with CCH, particularly in connection with a Ukraine facility.

18. Liveris introduced CCH to ContourGlobal through its CEO Brandt and facilitated negotiations between CCH and ContourGlobal that ripened into final agreements.

19. Moreover, Liveris provided strategic information and advice that supported the transactions that ContourGlobal sought, and he used his personal credibility to foster relationships between ContourGlobal and CCH.

20. ContourGlobal acknowledged that Liveris would likewise benefit – through payment of the Success Fee – from the ContourGlobal investments in CCH. In an e-mail exchange on August 30, 2007, Brandt told Liveris that: “Anyway [CCH] is shaping up to be a grand slam. We are very close to executing and once that’s done we will all live happily ever after on an island somewhere.” *See* Exhibit 2, August 30, 2007 e-mail between Liveris and Brandt.

21. In fact, as a direct and proximate result of Liveris' actions, ContourGlobal and CCH embarked on a program to install fifteen (15) combined heat and power ("CHP") plants in CCH facilities in 12 European countries and Africa.

22. Liveris and ContourGlobal recognized that portions of the CountourGlobal/CCH program were outside of the geographic scope of the Agreement. In an e-mail exchange on July 3, 2008, ContourGlobal – acting through Brandt – provided written agreement to formally amend the Agreement to cover all of the ContourGlobal investments in CCH projects worldwide. *See* Exhibit 3, July 3, 2008 e-mail between Liveris and Brandt.

23. Although ContourGlobal promised to prepare a formal amendment to the Agreement, it never did.

24. Nevertheless, Liveris and ContourGlobal both proceeded as if the Agreement was amended: Liveris continued to facilitate the relationship with CCH and ContourGlobal; ContourGlobal accepted, and benefitted, from the actions of Liveris, and; ContourGlobal acknowledged that Liveris was entitled to payment of a Success Fee for ContourGlobal investments in CCH worldwide.

25. By 2009, ContourGlobal and CCH opened a thermal station for CCH in Ploiesti, Romania.

26. In 2011, ContourGlobal constructed four (4) facilities for CCH in Italy located in Marcianise, Nogara, Oricola and Monticchio. CountourGlobal further contracted with CCH to operate the plants as well as integrate them into a larger energy saving program for CCH.

27. ContourGlobal acquired and developed at least eight (8) projects with CCH, including, but not limited to projects in Ploesti, Romania; Nogara, Italy; Oricola, Italy; Knockmore Hill, Northern Ireland; Radjymin, Poland; Kiev, Ukraine; and Nigeria. Working in partnership,

CCH and ContourGlobal have pledged to build a total of 20 Combined Heat and Power (CHP) facilities in different countries by 2015.

28. All of the CCH projects mentioned above were negotiated and developed with CCH's Greek management.

29. Upon information and belief, ContourGlobal acquired and developed projects with CCH in addition to those mentioned above.

30. ContourGlobal recognized and agreed that all of the CCH projects, regardless of their location in the world, were covered by the Agreement and the subject of Liveris' Success Fee. See, e.g. Exhibit 4, June 16, 2011 e-mail between Liveris and Brandt.

31. Under the terms of the Agreement, and as confirmed by the written and oral assertions made by Joseph Brandt, the CCH projects that ContourGlobal acquired and developed are projects covered under the Agreement.

32. Motivated by a desire to receive the Success Fee of 2% of the Projects with CCH, Liveris performed all of the work that was asked of him diligently, as ContourGlobal has acknowledged and recognized.

33. Upon information and belief, ContourGlobal invested at least €136,000,000 in its CCH projects covered by the Agreement.

34. Under the Agreement, Liveris is entitled to receive a Success Fee of 2% of ContourGlobal's investment in CCH projects.

35. Despite repeated requests to do so, ContourGlobal has refused to pay the 2% Success Fee.

36. Defendants are liable to Plaintiff for 2% of ContourGlobal's investment in CCH projects. Based on an investment of €136,000,000, this liability is at least \$3,464,192.

**COUNT ONE – BREACH OF CONTRACT**

37. Plaintiff realleges paragraphs 1-36 as if fully set forth herein.

38. Liveris and ContourGlobal entered into a valid and binding contract. *See* Exhibit 1, Agreement.

39. Liveris fully and faithfully performed his duties under the Agreement.

40. ContourGlobal failed or refused to perform its duties under the Agreement specifically including the payment to Liveris of the Success Fee for investments made by ContourGlobal in projects introduced by Liveris.

41. Liveris has been damaged by the breach of ContourGlobal in an amount not less than Three Million Four Hundred Sixty-Four Thousand One Hundred Ninety-Two Dollars (\$3,464,192).

42. Liveris has satisfied all conditions precedent to bringing this action.

WHEREFORE, Plaintiff John D. Liveris d/b/a John Liveris Management Consultants demands judgment in its favor and against Defendant ContourGlobal, LLC in an amount not less than Three Million Four Hundred Sixty-Four Thousand One Hundred Ninety-Two Dollars (\$3,464,192), the exact amount to be proven at trial plus pre-judgment interest (calculated at a rate of 9% under New York law), attorneys' fees, costs to bring this action, and such other and further relief as this Court deems appropriate.

**COUNT TWO – UNJUST ENRICHMENT**

Alternatively, in the event that ContourGlobal denies that it is bound by Brandt's promise to have ContourGlobal prepare an amendment to the Agreement and the parties' actions consistent with such amendment, Liveris claims as follows:

43. Plaintiff realleges paragraphs 1-36 as if fully set forth herein.

44. Liveris conferred certain benefits on ContourGlobal including introducing, encouraging and facilitating ContourGlobal's relationship and contracts with CCH.

45. ContourGlobal had knowledge that Liveris conferred the benefit of his contacts, knowledge and relationship with CCH upon ContourGlobal.

46. ContourGlobal accepted and retained the benefits of Liveris' actions under circumstances rendering it inequitable for ContourGlobal to retain the Liveris furnished benefits without paying for their value.

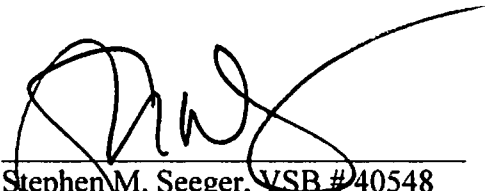
47. To date, Liveris has conferred benefits upon ContourGlobal in an amount not less than Three Million Four Hundred Sixty-Four Thousand One Hundred Ninety-Two Dollars (\$3,464,192).

WHEREFORE, Plaintiff John D. Liveris d/b/a John Liveris Management Consultants demands judgment in its favor and against Defendant ContourGlobal, LLC in an amount not less than Three Million Four Hundred Sixty-Four Thousand One Hundred Ninety-Two Dollars (\$3,464,192), the exact amount to be proven at trial plus pre-judgment interest (calculated at a rate of 9% under New York law), attorneys' fees, costs to bring this action, and such other and further relief as this Court deems appropriate.

Respectfully submitted,

**JOHN D. LIVERIS**

By Counsel



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